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Attorneys for Plaintiff DC Comics

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

DC Comics,

Plaintiff,

v.

Mark Towle, an individual and doing
business as Gotham Garage, and Does 1 –
10, inclusive,

Defendants.

Case No. CV11-03934 RSWL (OPx)

FIRST AMENDED COMPLAINT
FOR COPYRIGHT
INFRINGEMENT; TRADEMARK
INFRINGEMENT; UNFAIR
COMPETITION; TRADEMARK
DILUTION; DECLARATORY
RELIEF

DEMAND FOR A JURY TRIAL

Plaintiff DC Comics for its Complaint alleges as follows:

ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

A. Introduction

1. Plaintiff files this action to combat the willful manufacture, promotion, display, distribution, offer for sale and sale of unlicensed and counterfeit products bearing DC Comics' copyrights and trademarks. Defendants are the owners, operators, and managers of a business producing custom cars related to various television shows, movies and other fanciful and copyrighted works. Defendants' business is actively producing, selling, offering for sale, renting, and distributing unlicensed and counterfeit replica vehicles, and kits comprised of assorted parts and accessories, which incorporate unauthorized reproduction of fanciful vehicles

1 copyrighted and trademarked by DC Comics from its world famous BATMAN
2 property, including, but not necessarily limited to, the various BATMOBILE
3 vehicles and all of their BATMAN related indicia and components (collectively
4 “Infringing Product”).

5 2. Plaintiff seeks a permanent injunction, damages, costs, and attorneys’
6 fees as authorized by the Copyright Act, Lanham Act and California common law.

7 **B. Jurisdiction and Venue**

8 3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §
9 1338(a) as DC Comics’ causes of action arises under The Copyright Act, 17 U.S.C. §
10 101 and the Federal Trademark Act (“The Lanham Act of 1946”), 15 U.S.C. § 1051
11 et seq. Further, this Court has jurisdiction over DC Comics’ California state statutory
12 and common law claims pursuant to 28 U.S.C. § 1367.

13 4. Venue is proper within the Central District of California pursuant to 28
14 U.S.C. §§ 1391(b) and 1400(a).

15 **C. Plaintiffs**

16 5. DC Comics is a New York General Partnership consisting of E.C.
17 Publications, Inc. and Warner Communications Inc. having its principal place of
18 business in New York, New York.

19 6. DC Comics is engaged in the business of publishing comic magazines
20 and is among the most well-known and successful publishers of comic magazines in
21 the world. It has created and published highly successful and well-known characters
22 including but not limited to BATMAN, SUPERMAN, WONDER WOMAN and
23 THE FLASH.

24 7. A significant aspect of DC Comics’ business is the merchandising and
25 licensing of distinctive trademarks and copyrights associated with its highly
26 successful and well-known character BATMAN. BATMAN first appeared in the
27 May 1939 issue of “Detective Comics.” BATMAN was instantly popular and has
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1 since become one of the most successful and world-famous comic book super
2 heroes. Numerous related characters and other original and fanciful elements have
3 since appeared in the BATMAN serials, including but not limited to BATMAN,
4 ROBIN, THE RIDDLER, TWO FACE, CATWOMAN, THE PENGUIN, THE
5 JOKER, the BAT Emblem, and the fictional city GOTHAM CITY (collectively
6 referred to herein as the "Batman Characters"). Also, one of the most famous
7 identifiable elements associated with the Batman Characters is a high-tech
8 extraordinary automobile identified as the BATMOBILE vehicle, which has
9 undergone many transformations over the years and includes various versions in
10 design and style (hereinafter referred to as "Batmobile Vehicles").

11 8. Since their introductions, the Batman Characters and the Batmobile
12 Vehicles have been featured in many formats, other than comic books, including
13 movie serials, newspaper comic strips, radio shows, animated television series, live
14 action television series, animated motion pictures, live action motion picture and
15 theatrical presentations, among others. Specifically, the Batman Characters and the
16 Batmobile Vehicles were the subject of a successful live-action television series
17 entitled *Batman* starring Adam West as BATMAN which was initially broadcast in
18 1966 and ran for three seasons with a total of 120 episodes and featured many
19 associated characters popularized in the original comic books. The series has since
20 been repeated in syndication throughout the United States and abroad. One version
21 of the Batmobile Vehicles appeared in the 1966 television series as well as various
22 comic book publications of the 1960s and onward (the "1966 Batmobile"). These
23 appearances have expanded the popularity of the Batman Characters and Batmobile
24 Vehicles beyond the comic book medium and market.

25 9. The Batman Characters and the Batmobile Vehicles have also been
26 featured in the 1989 motion picture entitled *BATMAN* (the "1989 Film"), the 1992
27 motion picture entitled *BATMAN RETURNS* (the "1992 Film"), the 1995 motion
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1 picture entitled *BATMAN FOREVER* (the “1995 Film”), the 1997 motion picture
2 entitled *BATMAN AND ROBIN* (the “1997 Film”), the 2005 motion picture entitled
3 *BATMAN BEGINS* (the “2005 Film”), and the most recent motion picture entitled
4 *THE DARK KNIGHT* in 2008 (the “2008 Film”).

5 10. The 1989 Film generated over \$251 million dollars in domestic box
6 office receipts – nearly \$500 million when adjusted for inflation. The 1992 Film
7 generated over \$162 million dollars in domestic box office receipts. The 1995 Film
8 generated over \$184 million dollars in domestic box office receipts. The 1997 Film
9 generated over \$107 million dollars in box office receipts. The 2005 Film generated
10 over \$205 million dollars in box office receipts. The 2008 Film generated over \$533
11 million dollars in domestic box office receipts. The *BATMAN* motion pictures have
12 resulted in domestic gross box office receipts in over a billion dollars, not to mention
13 additional revenues from syndication rights and home video distribution. The
14 *BATMAN* motion pictures have proven to be among the most successful licensing
15 and merchandising ventures of all time, with gross retail sales of associated licensed
16 merchandise exceeding \$1,000,000,000.

17 11. United States revenue from products using original elements from the
18 Batman literary works, TV series, and motion pictures, including the Batman
19 Characters and the Batmobile Vehicles (specifically the 1966 Batmobile), is
20 substantial. The appearance and other features of original elements from the Batman
21 literary works, TV series, and motion pictures, including the Batman Characters and
22 the Batmobile Vehicles (specifically the 1966 Batmobile), are inherently distinctive
23 and serve to identify DC Comics and its licensees as the source of products bearing
24 these original elements. The design, configuration and distinctive features of the
25 Batman literary works, TV series, and motion pictures, including the Batman
26 Characters, the Batmobile Vehicles, and the 1966 Batmobile, and other DC Comics’
27 copyrighted works, and of works related thereto (hereinafter individually and
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1 collectively referred to as the "DC Comics Copyrighted Designs") are wholly
2 original with DC Comics and, as fixed in various tangible media, including, without
3 limitation, merchandise, are copyrightable subject matter under the United States
4 Copyright Act, 17 U.S.C., §§ 101, et seq. DC Comics is the owner of the DC
5 Comics Copyrighted Designs and, as featured on or in connection with various
6 merchandise, these designs constitute copyrightable subject matter under the
7 Copyright Act of 1976, 17 U.S.C. §§ 101, et seq.

8
9 12. DC Comics has complied in all respects with the laws governing
10 copyright and has secured the exclusive rights and privileges in and to the copyrights
11 to the DC Comics Copyrighted Designs, and DC Comics owns one or more
12 certificates of registration for works in which each of the DC Comics Copyrighted
13 Designs appear. A representative list of relevant copyright registrations for the DC
14 Comics Copyrighted Designs is attached hereto as Exhibit "A."

15 13. Products featuring the DC Comics Copyrighted Designs manufactured,
16 sold and distributed by DC Comics or under its authority have been manufactured,
17 sold and distributed in conformity with the provisions of the copyright laws. DC
18 Comics and those acting under its authority have complied with their obligations
19 under the copyright laws and DC Comics has at all times been and still is the sole
20 proprietor or otherwise authorized to enforce all right, title and interest in and to the
21 copyrights in each of the DC Comics Copyrighted Designs.

22 14. DC Comics owns all right, title and interest in and to and holds
23 exclusive right to develop, manufacture, market and sell product bearing the
24 trademarks, trade names, service marks, artwork, characters and other distinctive
25 elements for and incorporating the DC Copyrighted Designs.

26 15. DC Comics is the owner of world famous registered marks which serve
27 to distinguish DC Comics' products. Each year DC Comics spends millions of
28 dollars to develop and maintain the considerable good will it enjoys in its trademarks

1 and in its reputation for high quality. A representative list of relevant trademark
2 registrations for BATMAN, BATMOBILE and related properties is attached hereto
3 as Exhibit "B" (collectively the "DC Comics Trademarks"). (The DC Comics
4 Copyrights Designs and the DC Comics Trademarks are collectively referred to as
5 the "DC Comics Properties.")

6 16. The DC Comics Trademarks are all valid, extant and in full force and
7 effect. The DC Comics Trademarks are all exclusively owned by DC Comics. DC
8 Comics has continuously used each of the DC Comics Trademarks from the
9 registration date, or earlier, until the present and at all times relevant to the claim
10 alleged in this Complaint.

11 17. DC Comics has granted and transferred to its related companies, Warner
12 Bros. Consumer Products Inc., Warner Bros. Home Entertainment and WB Studio
13 Enterprises Inc., subsidiaries of Warner Bros. Entertainment Inc., the right to
14 supervise in the United States the merchandising and licensing of the copyrighted
15 elements, trademarks, trade names and service marks incorporated in or associated
16 with the DC Comics Properties. Currently, Plaintiffs have numerous active license
17 agreements in the United States. These agreements provide for the authorized use of
18 the DC Comics Properties on products and in connection with services, including
19 replica full size operating vehicles, toy vehicles, watches, key chains and other
20 personal accessories, among others.

21 18. As a result of advertising and sales, together with longstanding
22 consumer acceptance, the DC Comics Trademarks identify DC Comics' products
23 and authorized sales of these products. The DC Comics Trademarks have each
24 acquired secondary meaning in the minds of consumers throughout the United States
25 and the world.

26 19. The revenue from products sold in the United States which use DC
27 Comics Properties is substantial.
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1
2
3 **D. Defendants**

4 20. Defendant Mark Towle ("Towle") is an individual who does business as
5 Gotham Garage. DC Comics is informed and believes and upon that basis alleges
6 that Towle is a resident of the City of Corona, County of Riverside, State of
7 California, and that his principal place of business is in the City of Temecula, County
8 of Orange, State of California. Towle also does business through the website located
9 at the domain name gothamgarage.net, is subject to the jurisdiction of this Court and
10 is manufacturing, promoting, distributing, advertising and selling merchandise that
11 infringes the DC Comics Properties within this judicial district.

12 21. Upon information and belief, Does 1 – 10 are either entities or
13 individuals who are residents of or present in this judicial district, and are subject to
14 the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are
15 principals or supervisory employees of the named defendants, suppliers of the named
16 defendants or other entities or individuals who are manufacturing, distributing,
17 selling and/or offering for sale merchandise in this judicial district which infringes
18 some or all of the DC Comics Properties. The identities of the various Does are
19 unknown to DC Comics at this time. The Complaint will be amended to include the
20 names of such individuals when identified. Towle and Does 1 – 10 are collectively
21 referred to herein as "Defendants."

22 **COUNT I**

23 **COPYRIGHT INFRINGEMENT**

24 22. DC Comics brings the following claim of copyright infringement
25 against the Defendants and incorporates by reference allegations 1 through 21 above.

26 23. Defendants have manufactured, distributed, sold, offered for sale, or
27 rented unauthorized reproduction automobiles bearing and/or depicting copyrighted
28 properties of DC Comics.

1 24. Defendants have never been authorized by DC Comics to distribute the
2 DC Comics Copyrighted Designs, nor has DC Comics ever authorized, licensed, or
3 in any manner allowed the Defendants the right to manufacture, distribute, sell, offer
4 for sale, or rent any merchandise including, but not limited to, automobiles or related
5 merchandise which bear and/or depict any of the DC Comics Copyrighted Designs.

6 25. Defendants have manufactured, distributed, sold, offered for sale, or
7 rented unauthorized or counterfeit automobiles and other merchandise which
8 incorporate the DC Comics Copyrighted Designs, in direct violation of DC Comics'
9 copyrights.

10 26. Defendants have manufactured, distributed, sold, offered for sale, or
11 rented counterfeit or unauthorized automobiles or other merchandise bearing and/or
12 depicting the DC Comics Copyrighted Designs. Defendants committed their acts
13 with actual as well as constructive knowledge of DC Comics' exclusive rights, and
14 their actions have contributed to the infringing, copying, duplication, sale, offer for
15 sale, or rental of counterfeit copies of DC Comics Copyrighted Designs. Each act by
16 the Defendants that infringes one of the DC Comics' copyrights is the basis for a
17 separate claim against the Defendants under the Copyright Act.

18 27. Upon information and belief, Defendants' acts as alleged are willful
19 infringements of and have irreparably harmed DC Comics' copyrights and exclusive
20 rights and threaten further infringements and further irreparable harm to DC Comics'
21 copyrights and exclusive rights. Further harm and injury to DC Comics is imminent,
22 and DC Comics is without an adequate remedy at law with respect to such harm and
23 injury. Unless Defendants' acts are enjoined and the illicit counterfeiters of the DC
24 Comics Copyrighted Designs are stopped, it is highly probable that the Defendants,
25 or others under Defendants' direction, will manufacture, distribute, sell, offer for
26 sale, or rent additional counterfeit automobiles or other merchandise which bear DC
27 Comics' copyrighted properties causing further irreparable injury to DC Comics.
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1 28. Defendants have obtained gains, profit, and advantages as a result of
2 their wrongful acts noted above.

3 29. DC Comics is entitled, at its option, to statutory damages as provided by
4 17.U.S.C. § 504 in lieu of actual damages and the Defendants' profits.

5
6 **COUNT II**

7 **TRADEMARK INFRINGEMENT AND TRADEMARK COUNTERFEITING**

8 30. DC Comics brings the following claim of trademark infringement
9 against the Defendants and incorporates by reference paragraphs 1–29 above.

10 31. DC Comics owns the exclusive rights to those trademarks indexed on
11 Exhibit "B." All of the trademark registrations are in full force and effect and are
12 owned by DC Comics. Many of the trademarks are incontestable pursuant to 15
13 U.S.C. § 1065.

14 32. DC Comics, or those under its authority, manufacture and distribute all
15 of its advertising and products in conformity with the provisions of the U.S.
16 trademark laws.

17 33. Notwithstanding DC Comics' or its licensors' well-known and prior
18 common law and statutory rights in the trademarks, Defendants have, with actual and
19 constructive notice of DC Comics' federal registration rights and long after DC
20 Comics established its rights, adopted and used the trademarks in conjunction with
21 the sale of automobiles and related merchandise in the State of California and
22 interstate commerce.

23 34. Defendants have manufactured, distributed, sold, offered for sale, or
24 rented automobiles and related merchandise bearing the DC Comics Trademarks
25 without DC Comics' authorization. Defendants' distribution, sale, offer for sale, or
26 rental of automobiles and related merchandise bearing the DC Comics Trademarks in
27 California and in interstate commerce has and will cause likelihood of confusion,
28 deception, and mistake in that the buying public will conclude that the products sold

1 by the Defendants are authorized, sponsored, approved, or associated with DC
2 Comics.

3 35. Said acts of infringement will cause irreparable injury to DC Comics if
4 the Defendants are not restrained by the Court from further violation of DC Comics'
5 rights as DC Comics has no adequate remedy at law.

6 36. DC Comics has suffered damages as a result of the Defendants' acts.

7 37. Defendants' use in commerce of the DC Comics Trademarks in
8 conjunction with the manufacture and sale of automobiles and related merchandise is
9 an infringement of DC Comics' registered trademarks in violation of 15 U.S.C. §
10 1114(1).

11 38. Defendants committed the acts alleged herein intentionally,
12 fraudulently, maliciously, willfully, wantonly, and oppressively with the intent to
13 injure DC Comics and its businesses.

14 39. The unlicensed automobiles bearing the DC Comics Trademarks that
15 the Defendants sold, distributed, offered for sale, or rented constitutes a counterfeit
16 product pursuant to 15 U.S.C. § 1116(d).

17 **COUNT III**

18 **UNFAIR COMPETITION UNDER THE LANHAM ACT**

19 40. DC Comics brings the following claim of unfair competition against
20 Defendants and incorporates by reference the allegations set forth in paragraphs 1-39
21 above.

22 41. As a direct result of DC Comics' longstanding use, sales, advertising,
23 and marketing, the DC Comics Properties have acquired a secondary and distinctive
24 meaning among the public who have come to identify the DC Comics Properties
25 with DC Comics and its products.

26 42. The unauthorized and counterfeit automobiles and related merchandise
27 that the Defendants have sold and distributed have exactly duplicated and
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1 appropriated the DC Comics Properties and confused the public into believing that
2 DC Comics approved, authorized, or sponsored the automobiles and related
3 merchandise sold, offered for sale, or distributed by the Defendants.

4 43. Defendants, by misappropriating and using the DC Comics Properties in
5 connection with the manufacture, distribution, promotion, offer for sale and sale of
6 automobiles and related merchandise, are misrepresenting and will continue to
7 misrepresent and falsely describe to the general public the origin and sponsorship of
8 their products. Defendants have caused such products to enter into interstate
9 commerce willfully with full knowledge of the falsity of the designation of their
10 origin and description and representation in an effort to mislead the purchasing
11 public into believing that their products are authorized or emanate from DC Comics.

12 44. These acts constitute a violation of Section 43 of the Lanham Act, 15
13 U.S.C. § 1125.

14 45. The Defendants have obtained gains, profits, and advantages as a result
15 of their unlawful acts.

16 46. DC Comics has suffered monetary damages as a result of the
17 Defendants' acts.

18 COUNT IV

19 UNFAIR COMPETITION UNDER CALIFORNIA'S COMMON LAW

20 47. DC Comics brings the following claim of unfair competition against
21 Defendants and incorporates by reference the allegations set forth in paragraphs 1-46
22 above.

23 48. DC Comics has expended significant sums of money in advertising and
24 marketing products featuring the DC Comics Properties and in creating a consumer
25 demand for such products in California and elsewhere in the United States.
26 Consequently, these products have become widely known and accepted.
27
28

1 1. Permanent injunctive relief restraining the Defendants, their officers,
2 agents, servants, employees, attorneys, and all those in active concert or participation
3 with them from:

4 a. Further infringing the DC Comics Properties by manufacturing,
5 producing, distributing, circulating, selling, marketing, offering for sale, renting,
6 advertising, promoting, displaying, or otherwise disposing of any products not
7 authorized by DC Comics, including, but not limited to, automobiles and related
8 merchandise bearing any simulation, reproduction, counterfeit, copy, or colorable
9 imitation of any of the DC Comics Properties ("Unauthorized Products");

10 b. Using any simulation, reproduction, counterfeit, copy, or
11 colorable imitation of any of the DC Comics Properties in the promotion,
12 advertisement, display, sale, offer for sale, rental, manufacture, production,
13 circulation, or distribution of Unauthorized Products in such fashion as to relate or
14 connect, or tend to relate or connect, such products in any way to DC Comics or to
15 any goods sold, manufactured, sponsored, or approved by or connected with DC
16 Comics;

17 c. Making any statement or representation whatsoever, or using any
18 false designation of origin or false description, or performing any act that can or is
19 likely to lead the trade or public, or individual members thereof, to believe that any
20 products manufactured, distributed, or sold by the Defendants are in any manner
21 associated or connected with DC Comics, or are sold, manufactured, licensed,
22 sponsored, approved, or authorized by DC Comics;

23 d. Engaging in any other activity constituting unfair competition
24 with or an infringement of any of the DC Comics Properties or of DC Comics' rights
25 in, or to use or to exploit its Properties, or constituting any dilution of DC Comics'
26 name, reputation, or goodwill;

1 e. Effecting assignments or transfers, forming new entities or
2 associations or using any other device for the purpose of circumventing or otherwise
3 avoiding the prohibitions set forth in Subparagraphs a. through d.;

4 f. Secreting, destroying, altering, removing, or otherwise dealing
5 with the Unauthorized Products or any books or records that may contain any
6 information relating to the importing, manufacturing, producing, distributing,
7 circulating, selling, marketing, offering for sale, renting, advertising, promoting, or
8 displaying of all unauthorized products that infringe any of the DC Comics
9 Properties; and

10 g. From aiding, abetting, contributing to, or otherwise assisting
11 anyone from infringing upon any of the DC Comics Properties.

12 2. Directing that the Defendants deliver for destruction all Unauthorized
13 Products, including automobiles, labels, signs, prints, packages, dyes, wrappers,
14 receptacles, and advertisements, in their possession or under their control bearing
15 any of the DC Comics Properties or any simulation, reproduction, counterfeit, copy,
16 or colorable imitation thereof, and all plates, molds, heat transfers, screens, matrices,
17 and other means of making the same.

18 3. Directing that the Defendants report to this Court within thirty (30) days
19 after a Permanent Injunction is entered to show its compliance with paragraphs 1 and
20 2 above.

21 4. Directing such other relief as the Court may deem appropriate to
22 prevent the trade and public from gaining the erroneous impression that DC Comics
23 authorized or is related in any way to any products manufactured, sold, rented, or
24 otherwise circulated or promoted by the Defendants.

25 5. Awarding to DC Comics from the Defendants, as a result of the
26 Defendants' sale of Unauthorized Products bearing the DC Comics Trademarks,
27 three times DC Comics' damages and three times the Defendants' profits, after an
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1 accounting, or statutory damages, should DC Comics opt for such relief, consisting
2 of \$200,000.00 for each of the DC Comics Trademarks infringed upon by the
3 Defendants, and to the extent this Court concludes such infringement was willful,
4 \$2,000,000.00 for the DC Comics Trademarks infringed upon by the Defendants
5 pursuant to 15 U.S.C. § 1114 and § 1117.

6
7 6. Awarding to DC Comics from the Defendants, as a result of the
8 Defendants' sale of Unauthorized Products bearing the DC Comics Trademarks,
9 three times DC Comics' damages and three times Defendants' profits, after an
10 accounting, pursuant to 15 U.S.C. § 1125(a) and § 1117.

11 7. That DC Comics be awarded from each Defendant found to be in
12 violation of the DC Comics Copyrighted Designs, the Defendants' profits, or at DC
13 Comics' election, an award of statutory damages pursuant to 17 U.S.C. § 504, of no
14 less than Seven Hundred and Fifty Dollars (\$750.00) nor more than Thirty Thousand
15 Dollars (\$30,000.00) per copyrighted property infringed upon by each Defendant, at
16 the Court's discretion, or should this Court find that such infringement was willful,
17 that this Court, pursuant to its discretion, award statutory damages of up to One
18 Hundred and Fifty Thousand Dollars (\$150,000.00) for each copyrighted property
19 infringed upon by each such Defendant.

20 8. Awarding to DC Comics its reasonable attorneys' fees and investigative
21 fees pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 105.

22 9. Awarding to DC Comics its costs in bringing this action.

23 ///

24 ///

25 ///

1 10. Awarding punitive damages to DC Comics for the Defendants' willful
2 acts of unfair competition under California's common law.

3 11. Awarding other such relief to DC Comics as this Court deems just.

4 Dated: November 22, 2011

J. Andrew Coombs, A Professional Corp.

6 By: _____

J. Andrew Coombs

Nicole L. Drey

Attorneys for Plaintiff DC Comics

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff DC Comics hereby demands a trial by jury of all issues so triable.

DATED: November 22, 2011

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Nicole L. Drey

Attorneys for Plaintiff DC Comics

EXHIBIT A**DC COMICS' COPYRIGHTED DESIGNS**

Copyright Registration	Title of Work (Character)	Type of Work
Txu 1-080-661	DC Comics Anti-Piracy Guide Batman Robin Superman Wonderwoman Supergirl Justice League	Style Guide
VAu 1-059-478	DC Comics Anti-Piracy Style Guide	Style Guide
TXu 521-001	Batman Returns Style Guide I	Style Guide
TXu 513-455	Batman Returns Style Guide II	Style Guide
TX 3-316-665	DC Comics Batman Style Guide	Style Guide
RE-628-242	Batman No. 170, Mar. 1965	Periodicals
TX 5-593-461	Batman	Monthly Publication
RE-628-244	Detective Comics No. 337, Mar. 1965	Periodicals
TX-3-402-770	DC Comics presents Batman 3 D	visual arts
TX-4-183-766	Batman: the terror of two-face	nondramatic literary works, computer programs
TX-5-871-232	The DC Comics guide to writing comics	nondramatic literary works, computer programs
TXu-532-372	DC Comics style guide.	visual arts
VA-776-450	DC Comics Super Heros	visual arts
VA-777-441	DC Comics Super Heroes Paint 'n' Marker book	visual arts
VA-777-593	DC Comics Super Heroes: a giant coloring book.	visual arts
VA-795-718	DC Comics super heroes sticker fun.	visual arts
VA-838-902	DC Comics Super Heroes.	visual arts
VA-854-405	DC Comics Super Heroes, gallery of heroes	visual arts
TX-5-060-774	Batman & Demon	nondramatic literary works, computer programs
VA-839-545	Batman & Mr. Freeze: SubZero- -chill out	visual arts
PAu-1-865-982	Batman 3: the final battle	Screenplay

1	TXu-838-199	Knight Force Batman	Style Guide
2	Original: B 277070		
3	Renewal: RE 672-120	Batman No. 184 (September 1966)	Periodical
4	Original: B 296388		
5	Renewal: RE 672-124	Batman No. 188 (December 1966)	Periodical
6	Original: B 318342		
7	Renewal: RE 697-040	Batman No. 190 (March 1967)	Periodical
8	Original: B 330079		
9	Renewal: RE 697-052	Batman No. 191 (May 1967)	Periodical
10	Original: B 341373		
11	Renewal: RE 697-063	Batman No. 192 (June 1967)	Periodical
12	Original: B 361814		
13	Renewal: RE 697-082	Batman No. 195 (September 1967)	Periodical
14	Original: B 511734		
15	Renewal: RE 758-025	Batman No. 214 (August 1969)	Periodical
16	Original: B 527368		
17	Renewal: RE 758-041	Batman No. 215 (September 1969)	Periodical
18	Original: B 542633		
19	Renewal: RE 758-054	Batman No. 217 (December 1969)	Periodical
20	Original: B 581384		
21	Renewal: RE 788-337	Batman No. 222 (June 1970)	Periodical
22	Original: B 914943		
23	Renewal: RE 865-912	Batman No. 255 (March/April 1974)	Periodical
24	TX 491-420	Super Friends No. 32 (May 1980)	Periodical
25	Original: B 50179		
26	Renewal: RE 886-411	Limited Collector's Edition No. C-37 (August-September 1975)	Periodical
27			
28			

EXHIBIT B
DC COMICS' TRADEMARKS

Trademark	Trademark Registration No.	Trademark Registration Date
Bat Emblem	1581725	February 2, 1990
Bat Emblem	1581593	February 6, 1990
Bat Emblem	1581659	February 6, 1990
Bat Emblem	2119266	December 9, 1997
Bat Emblem (Batman Begins)	32990197	September 25, 2007
Bat Emblem (Batman Begins)	3110604	June 27, 2006
Bat Emblem (Batman Begins)	3326043	October 30, 2007
Bat Emblem (Batman Begins)	3313612	October 16, 2007
Bat Rep II	1219120	December 7, 1982
Batman	0856045	September 3, 1968
Batman	0858860	October 22, 1968
Batman	0828412	May 9, 1967
Batman	2457655	June 5, 2001
Batman	1652640	July 30, 1991
Batman	0839561	November 28, 1967
Batman	1221720	December 28, 1982
Batman	1587507	March 20, 1990
Batman & Rep.	804709	March 1, 1966
Batman & Robin	2171937	July 7, 1998

Batman & Robin	2404483	November 14, 2000
Batman Beyond	2762067	September 9, 2003
Batmobile	Serial Number 85143617	n/a
Batmobile	Serial Number 85143624	n/a
Batmobile	1179342	November 24, 1981
Batmobile	1124961	September 11, 1979
Gotham City	3353156	December 11, 2007
Gotham Knights	3391795	December 18, 2007
Gotham Central	3391794	March 4, 2008

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

On November 22, 2011, I served on the interested parties in this action with:

FIRST AMENDED COMPLAINT FOR COPYRIGHT INFRINGEMENT;
TRADEMARK INFRINGEMENT; UNFAIR COMPETITION;
TRADEMARK DILUTION; DECLARATORY RELIEF

SUMMONS ON FIRST AMENDED COMPLAINT

in support for the following civil action:

Warner Bros. Entertainment Inc. v. M. Towle, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Mark Towle d/b/a Gotham Garage 1601 W. MacArthur Blvd., #4-G Santa Ana, CA 92704	Larry Zerner Zerner Law 1801 Century Park East, Suite 2400 Los Angeles, CA 90067
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Place of Mailing: Glendale, California

Executed on November 22, 2011, at Glendale, California


Katrina Bartolome

J. Andrew Coombs (SBN 123881)
 Nicole L. Drey (SBN 250235)
 J. Andrew Coombs, A Prof. Corp.
 517 E. Wilson Ave., Suite 202
 Glendale, California 91206
 Tel.: (818) 500-3200 / Fax: (818) 500-3201

COPY

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

DC Comics,

CASE NUMBER

CV11-3934 RSWL (OPx)

PLAINTIFF(S)

v.

Mark Towle, an individual and doing business as
 Gotham Garage, and Does 1-10, inclusive,

SUMMONS

DEFENDANT(S).

TO: DEFENDANT(S): MARK TOWLE, an individual and doing business as Gotham Garage

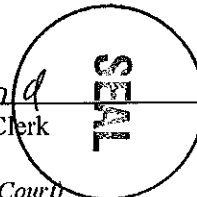
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☐ complaint ☒ FIRST amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, J. Andrew Coombs, whose address is J. Andrew Coombs, A P.C., 517 East Wilson Avenue, Suite 202, Glendale, CA 91206. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 11/22/2011By: L. Rajford
Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

On November 22, 2011, I served on the interested parties in this action with:

FIRST AMENDED COMPLAINT FOR COPYRIGHT INFRINGEMENT;
TRADEMARK INFRINGEMENT; UNFAIR COMPETITION;
TRADEMARK DILUTION; DECLARATORY RELIEF

SUMMONS ON FIRST AMENDED COMPLAINT

in support for the following civil action:

Warner Bros. Entertainment Inc. v. M. Towle, et al.

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